

Bangalore Electricity Supply Company Limited (BESCOM)
(A Govt. Of Karnataka Undertaking)

REQUEST FOR PROPOSAL (RFP)

**BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED, Corporate Office, K.R.
Circle, Bangalore-560 001, Karnataka on behalf of**



Bangalore Electricity Supply Company



Chamundeshwari Electricity Supply Company.



Gulbarga Electricity Supply Company



Mangalore Electricity Supply Company



Hubli Electricity Supply Company

Invites Electronic Bids from eligible Bidders for the Work mentioned below, under
Competitive Bidding against tender number:

BESCOM/GM-IT/DGM-IT3/BC-48/2023-24/09

FOR

**Supply, Installation, Configuration and Maintenance of Microsoft Cloud Email
Solution for all ESCOMs of Karnataka**

**Office of GM (ICT & MIS), BESCOM,
Belaku Bhawan,
K R Circle , Corporate Office, Bangalore-560001**

Disclaimer

This Request for Proposal (RFP) is for availing of Extension/Renewal of Annual Technical Support for Security Products at Data Centre, Disaster Recovery Centre and Field Offices of RAPDRP across all ESCOMs of Karnataka. Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither BESCOM, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in the RFP, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of BESCOM. It does not, and does not purport to, contain all the information that a recipient may require for the purposes for making a decision for participation in this process. BESCOM shall not be responsible for any direct or indirect loss or damage arising out of or for use of any content of the RFP in any manner whatsoever.

This RFP includes certain statements, projections, targets and forecasts with respect to the Project. Such statements, projections, targets and forecasts reflect various assumptions made by the management, officers, employees, consultants, and experts of BESCOM, which (the assumptions and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation or warranty.

BESCOM shall be the sole and final authority with respect to qualifying a bidder through this RFP. The decision of BESCOM in selecting the Agency who qualifies through this RFP shall be final and BESCOM reserves the right to reject any or all the bids without assigning any reason thereof. BESCOM may terminate the RFP process at any time without assigning any reason and upon such termination BESCOM shall not be responsible for any direct or indirect loss or damage arising out of such a termination.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the BESCOM or any other costs incurred in connection with or relating to its Proposal (Bid). All such costs and expenses will remain with the Bidder and the BESCOM shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Proposal (Bid) regardless of the conduct or outcome of the selection process

Contents

REQUEST FOR PROPOSAL (RFP).....	1
1. Section I: Introduction.....	6
1.2 OBJECTIVE OF THE RFP.....	6
2. Section II: Instructions to Bidders	7
2.1 INSTRUCTION	7
2.2 COST OF BIDDING.....	7
2.3 UNDERSTANDING OF BID DOCUMENTS	7
2.4 LANGUAGE OF BID	7
2.5 CURRENCIES OF BID.....	7
2.6 BID PRICES.....	7
2.7 PERFORMANCE GUARANTEE	8
2.8 BID VALIDITY	8
2.9 EARNEST MONEY DEPOSIT (BID GUARANTEE).....	8
2.10 DEADLINE FOR SUBMISSION OF BIDS	9
2.11 MODIFICATION AND WITHDRAWAL OF BIDS.....	9
2.12 FORMAT OF BID	9
2.13 CONTENTS OF TENDER DOCUMENT.....	9
2.15 CLARIFICATION ON TENDER DOCUMENT.....	10
2.16 AMENDMENT OF BIDDING DOCUMENT	10
2.17 GENERAL INSTRUCTION FOR BID PREPARATION.....	11
2.18 PREPARATION OF BID/PROPOSAL.....	11
2.19 FINANCIAL BID/PROPOSALS:.....	12
2.20 RIGHT OF PURCHASER TO ACCEPT OR REJECT BIDS.....	12
2.21 BID OPENING.....	12
2.22 BID EVALUATION.....	13
2.23 NEGOTIATIONS:.....	13
2.24 AWARD CRITERIA	13
2.25 RIGHT TO ACCEPT/REJECT ANY OR ALL BIDS:	14
2.26 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:	14
2.27 NOTIFICATION OF AWARD:.....	14
2.28 CONTRACT PERIOD.....	14
2.29 LIQUIDATED DAMAGES AND PENALTY	14

2.30 Consortium and Sub-Contracting.....	15
2.31 Termination of Contract:.....	15
2.32 Limitation of Liability.....	15
2.33 Force Majure:.....	15
2.34 Settlement of disputes	16
2.35 Arbitration	16
2.36 Risk Purchase Clause.....	17
3. Section III: Pre-Qualification Criteria.....	18
3.1 Pre –Qualification Criteria	18
4. Section IV: Scope of Work.....	21
4.1 Preamble.....	21
4.2 Project Scope	21
4.2.1 Milestone 1-A: Setting up of New Email boxes on Microsoft Cloud.....	25
4.2.2 Milestone 1-B: Migration of existing emails, One-time implementation.	26
4.2.3 Milestone 2: License renewal and Technical Support for 2 nd year	26
Milestone 3: License renewal and Technical Support for 3 rd year	26
Milestone 4: License renewal and Technical Support for 4 th year.....	26
Milestone 5: License renewal and Technical Support for 5 th year.....	26
4.2.4 SLA/Penalty for Technical Support period during Milestone 1-A, 2, 3, 4, 5	27
5. Section V: Delivery Schedule, SLA and Payment Terms	29
6. Section V: Forms	31
Form: 1 Manufacturer’s Authorization from (MAF)	31
Form: 2 Bidder’s Organization details.....	32
Form: 3 Proforma for Contract Performance Guarantee.....	33
Form: 4 Declaration on not being blacklisted/defaulted	35
Form: 5 Declaration of Acceptance of Terms and Conditions in RFP.....	36
Form: 6 Letter of Proposal Submission.....	37
Form: 7 Price Bid.....	38
FORM: 8 Non-Disclosure Agreement Format	39

KEY EVENTS AND DATES

1	Tender Inviting Authority	GM (ICT &MIS), BESCOM
2	Job Requirement	As per KPP portal (Karnataka Public Procurement Portal https://kppp.karnataka.gov.in)
3	Date of Publication of RFP	As per KPP portal
4	Last date of Receiving Queries/ Clarification	As per KPP portal
5	Time, Date and venue of Pre - bid meeting	As per KPP portal
6	Date of Response to Bidder Queries	As per KPP portal
7	Last Date of Submission of bids	As per KPP portal
8	Bid Processing Fee Payable	As per KPP portal
9	Amount Put To Tender	Rs.8,96,21,000/-
10	Earnest Money Deposit	Rs.8,97,000/-
11	Name of the contact person for any clarification	GM(ICT & MIS), BESCOM Email: gmit@bescom.co.in Contact No:9449844720 DGM(IT3), BESCOM Email: dgmit3@bescom.co.in Contact No:9449844848
12	Date till which the bid submitted in response to RFP is valid	180 days from the last date of submission of bids.

1. Section I: Introduction

1.1 ABOUT BESCOM

Bangalore Electricity Supply Company hereinafter to be referred to as BESCOM is one of the Power Distribution Company of the State of Karnataka. Other four ESCOM's are Gulbarga Electricity Supply Company (GESCOM), Mangalore Electricity Supply Company (MESCOM), Chamundeshwari Electricity Supply Corporation (CESC) and Hubli Electricity Supply Company (HESCOM).

The ESCOM's supply electricity to all categories of users they be domestic, non-domestic, small / medium / large industrial or agricultural consumers. The supply of electricity to each and every citizen in the state is one of the most challenging operations as it involves, on one side forecast the demand of energy accurately and subsequently purchases the same and on other side distribute quality supply to all the consumers spread all across on 24x7 basis.

All the five ESCOM's in Karnataka have already taken various initiatives in order to improve its operational efficiencies and deliver enhanced services to the consumers under its jurisdiction.

1.2 OBJECTIVE OF THE RFP

- 1.2.1** The objective of this RFP is Selection of Bidder providing for Supply, Installation, Configuration and Maintenance of Microsoft Cloud Email Solution for all ESCOMs of Karnataka

Sl. No	Particulars	Contract Duration
1	Supply, Installation, Configuration and Maintenance of Microsoft Cloud Email Solution for all ESCOMs of Karnataka	5 years from the date of activation of licenses.

2. Section II: Instructions to Bidders

2.1 INSTRUCTION

- 2.2.1 The General Manager (ICT & MIS) Corporate Office, BESCOM on behalf of Bangalore Electricity Supply Company Limited and other ESCOMs, invites tenders vide Enquiry Tender No: BESCOM/GM-IT/DGM-IT3/BC-48/2023-24/09 in two parts (Techno Commercial Bid and Price Bid) through Karnataka Public Procurement Portal (KPP Portal - <https://kppp.karnataka.gov.in>) for Selection of Bidder for providing Supply, Installation, Configuration and Maintenance of Microsoft Cloud Email Solution for all ESCOMs of Karnataka.

2.2 COST OF BIDDING

- 2.2.1 The Bidder shall bear all costs and expenses associated with preparation and submission of its bid including post-bid discussions, Techno - Commercial and other presentations etc., and BESCOM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.3 UNDERSTANDING OF BID DOCUMENTS

- 2.3.1 A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

2.4 LANGUAGE OF BID

- 2.4.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

2.5 CURRENCIES OF BID

- 2.5.1 Bidders may express their bid price in Indian Rupees only. Price Bid in any currency other than INR will be treated as non-responsive and hence will be rejected.

2.6 BID PRICES

- 2.6.1 Unless otherwise specified in the Scope of Work, Bidders shall quote for the entire Services on a Single Responsibility/ Turnkey basis such that the total Bid price covers all the obligations of

the Bidder mentioned in or to be reasonably inferred from the Tender Document in respect of providing the product/services.

2.6.2 Bidders are required to quote the price for the required items as per Scope of Work specified in RFP.

2.6.3 The prices quoted as part of the financial proposal must be firm and final and shall not be subject to any escalation, on any account whatsoever including statutory levies and taxes. No price variations will be allowed. Any increase in the rates of tax should be absorbed by the firm and any reduction in the rates of tax should be passed on to the BESCOM.

2.7 PERFORMANCE GUARANTEE

2.7.1 The successful Bidder shall furnish the performance security of 5% of Contract Value (Subject to company norms), valid till 90 days after the contract period, in the form of BG issued by any nationalized bank or scheduled commercial bank within 7 days of issue of Work Award.

2.8 BID VALIDITY

2.8.1 Bids submitted by Bidders shall remain valid for acceptance for 180 calendar days from the next day of the last date of Bid submission as mentioned in event date. A Bid valid for a shorter period may be rejected by the Purchaser as being non-responsive.

2.9 EARNEST MONEY DEPOSIT (BID GUARANTEE)

2.9.1 The Bidders shall pay an EMD as specified in the Key Events and Dates section through any of the four e-payment modes mentioned in the KPP Portal.

2.9.2 E-payment modes for Tender Processing Fee & Earnest Money Deposit

The supplier/contractor should pay the Earnest Money Deposit (EMD) & Tender Fee in the KPP portal using any of the following payment modes:

- a) Credit Card
- b) Direct Debit
- c) National Electronic Fund Transfer (NEFT)
- d) Over the Counter (OTC)

2.9.3 Return of EMD Amount:

- a) Earnest Money Deposit paid by the unsuccessful Bidders will be returned as soon as possible after the tender has been finalized.
 - b) Earnest Money Deposit of the successful Bidder will be refunded after fulfilment of the Performance Guarantee Clause.
 - c) The deposit towards EMD shall not carry any interest.
 - d) Permanent EMD will not be considered.
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2.9.4 The EMD may be forfeited:

- a) If a Bidder withdraws / modifies its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- b) In case of a successful Bidder fails to sign the Contract or furnish the Agreement within the prescribed date or
- c) In case of a successful Bidder fails to furnish the bank guarantee.

2.10 DEADLINE FOR SUBMISSION OF BIDS

2.10.1 Bids must be uploaded in the KPP Portal on or before the date specified in the document or the KPP portal. BESCOM may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Document, in which case all rights and obligations of owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

2.11 MODIFICATION AND WITHDRAWAL OF BIDS

2.11.1 The Bidder may modify or withdraw its bid after the bid's submission provided that written notice of the modification or withdrawal is received by owner prior to the deadline prescribed for submission of bids.

No bid may be modified subsequent to the deadline for submission of bids.

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal/modification of a bid during this interval may result in the Bidder's forfeiture of its bid security.

2.12 FORMAT OF BID

- a) The bids shall be uploaded in the KPP portal, on or before the last date and time of submission of bids. Bids not submitted through KPP portal will be disqualified.
- b) All the documents in support of qualifying requirements and all necessary documents shall be scanned and uploaded in the KPP Portal(<https://kppp.karnataka.gov.in>).

2.13 CONTENTS OF TENDER DOCUMENT

2.13.1 The services required, bidding procedures, contract terms, etc. are prescribed in the Tender Document. Bidders are expected to examine all instructions, terms & conditions, specifications, annexures, forms and other information in the Tender Document. Failure to furnish any or all information as required or submit a Bid not substantially responsive to the Tender Document in every respect will be at the Bidder's risk and may result in rejection of the Bid.

2.14 BIDDER TO OBTAIN INFORMATION

The Bidder shall for all purposes deemed to have independently obtained all necessary information for the purpose of preparing the Bid. The correctness of the details given in the Tender Document is for guideline information only, to help the Bidder prepare the Bid. The cost of visiting the sites shall be borne by the Bidder. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not providing services in strict conformity with scope and special conditions of the contract.

2.15 CLARIFICATION ON TENDER DOCUMENT

2.15.1 If the prospective Bidder finds discrepancies or omissions, in specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to owner.

A prospective Bidder requiring any clarification on the RFP Document may submit queries, through email, at the e-mail Address and as per schedule indicated in “Key events and dates”. The queries must be submitted in the following format only to be considered for clarification.

Sr. no.	Section no./ Clause no.	Page no.	Description/ Reference/ Subject	Clarification Sought

The queries not adhering to the above mentioned format would not be responded. BESCOM will respond to any request for clarification to queries on the Tender Document, received not later than the dates prescribed in KPP portal. The clarifications (including the query but without identifying the source of inquiry) will be uploaded on the Karnataka Public Procurement portal (<https://kppp.karnataka.gov.in>).

Owner will respond by uploading corrigendum if any in the website.

Verbal clarification and information given by owner or employee(s) or representative(s) shall not in any way be binding on owner.

2.16 AMENDMENT OF BIDDING DOCUMENT

2.16.1 At any time prior to the deadline for submission of the Bids, Purchaser may, for any reason, whether at its own initiative or in modify the Tender Document by issue of an addendum/corrigendum.

2.16.2 In addition, Purchaser may issue addendum/corrigendum to the Tender Document to make/reflect amendment(s) in terms & condition or Scope of Work specified in this Tender Document.

2.16.3 Any such addendum/corrigendum will be made available at the Karnataka Public Procurement Portal. No separate communication in this regard shall be made with any Bidder. It will be the responsibility of the Bidder to regularly visit the website to keep themselves updated on such changes.

2.16.4 No clarification obtained through verbal communication by the Bidders from any officer, agent or employee of the Purchaser or any staff of the Program Management Consultant will be deemed as addendum/corrigendum to the Tender document.

2.17 GENERAL INSTRUCTION FOR BID PREPARATION

2.17.1 The Bidders are advised to submit their Bids complete in all respect. The Bidder shall submit a comprehensive list of attached forms/declarations/certificates etc. in response to Tender Document.

2.17.2 The Scope of Work specified in this Tender Document shall be executed strictly in accordance with the conditions specified in the General Conditions of Contract and other conditions specified in various sections of this Tender Document. If any of the aforesaid condition is not clear to a Bidder, clarification may be sought from the Purchaser as per the provisions of clause 2.15 (Clarification on Tender Document).

2.17.3 The Bidders must accept all the conditions specified in the Tender Document to facilitate early finalization of Bids. Separate set of commercial conditions (such as Bidder's standard printed conditions) enclosed with the offer and any reference there to may prevent the Bid from being considered by the Purchaser.

2.18 PREPARATION OF BID/PROPOSAL

2.18.1 Bidder shall submit one bid. If Bidder submits more than one Bid, such all Bids shall be disqualified.

2.18.2 The Bid/Proposal as well as all related correspondence exchanged by the Bidders and the Purchaser shall be written in English language, unless specified otherwise.

2.18.3 In preparing their Bid/Proposal, Bidders are expected to examine in detail the documents comprising the RFP. Any deficiencies in providing the information requested may result in rejection of a Bid/Proposal.

2.18.4 The Technical Bid/Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive. Bidder could be attached separate sheet for this.

2.19 FINANCIAL BID/PROPOSALS:

2.19.1 The Financial Proposal shall be directly entered in the KPP Portal. It shall list all costs associated with the Assignment/Job, including the various deliverables costs and taxes. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

Bidders are to Enter/Key-In the bid price directly in the Karnataka Public Procurement (KPP) Portal of GoK, in the financial bid section. This is as per the GOK Circular: ಸುತ್ತೋಲೆ ಸಂಖ್ಯೆ : ಆಇ 178 ವೆಚ್ಚ-12/2017 dated 21/3/2017. As per the circular only the price entered/keyed-in the KPP portal is to be considered for bidding purpose and no document uploaded as financial bid is to be considered.

Bidders should not upload the Price bid form in the portal in technical or financial section (there is no provision for upload in financial section of KPP portal.). If bidder uploads financial bid in the technical section such bids will be summarily disqualified.

2.19.2 The best and firm price should only be quoted (as per the format enclosed)

2.19.3 The bidder must quote in Indian Rupees (in INR) only. Bids in currencies other than INR would not be considered and the bid will be rejected forthwith.

2.19.4 The prices offered shall be on a fixed price basis inclusive of all taxes and should not be linked to the foreign exchange or any other variable.

2.19.5 The prices offered should be inclusive of all the deliverables mentioned in Section IV: Scope of work.

2.20 RIGHT OF PURCHASER TO ACCEPT OR REJECT BIDS

2.20.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

2.20.2 The right to accept the Bids in response to this Tender Document will rest with the Purchaser. The Purchaser further does not bind himself to accept and reserves the authority to reject any or all the Bids received without assigning any reason whatsoever.

2.21 BID OPENING

2.21.1 The KPP portal allows the Purchaser to download and open the e-submitted bid files from bidders only after the time for opening the bids. The bids will be opened as per dates given in the KPP portal.

2.22 BID EVALUATION

2.22.1 The evaluation process of the tender, proposed to be adopted by the Purchaser is indicated under this clause.

2.22.2 Evaluation of Pre-Qualification criteria

- a) First the Pre-Qualification Proposal will be evaluated as per section 3.1 and only those bidders who qualify the requirements will be eligible for next set of evaluations. Technical Proposal and Commercial Proposal of Bidders, who do not meet the Pre-Qualification criteria will not be opened.
- b) Documents and required forms uploaded by the bidders as part of the Pre-Qualification criteria will be opened and evaluated for compliance in this stage of evaluation.

2.22.3 Evaluation of Technical Bid

Only those Bidders who meets all the pre- qualification criteria stated above, shall be considered Responsive. BESCOM will review the documents of the bidder. Bids that are not substantially responsive are liable to be disqualified at BESCOM discretion.

2.22.4 Evaluation of Financial Bid

Only those bidders who are responsive will be considered for financial evaluation. The financial evaluation is on least cost (L1) basis.

2.23 NEGOTIATIONS:

It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest. However, BESCOM reserves the right to negotiate price before awarding the contract.

2.24 AWARD CRITERIA

- LOI will be issued by BESCOM on behalf of all ESCOMs.
- Separate DWAs will be issued by each ESCOM with the final quantity of premium and regular email boxes.
- Licenses may be procured as per the quantities in the DWA which may be subject to variation in numbers.
- The successful bidder shall sign the Non-Disclosure Agreement with ESCOMs in the format shared in the Form-8 at the time of issuance of DWA.
- Selected Bidder shall submit a Bank Guarantee issued by a public sector nationalized bank or scheduled commercial bank payable at Bengaluru towards contract performance guarantee covering 5% (Subject to change as per company rules) of the contract value valid up to 90 days after the end of contract period.

- Cost of license subscription per annum will remain same for both premium and regular email boxes for the entire contract duration of 5 years. Number of active regular email boxes count may vary year on year.

2.25 RIGHT TO ACCEPT/REJECT ANY OR ALL BIDS:

Owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for owner's action.

2.26 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:

BESCOM shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. BESCOM will not be obliged to meet and have discussions with any bids, any or to listen to any representations.

2.27 NOTIFICATION OF AWARD:

Prior to the expiration of the period of bid validity and extended validity period, if any, owner will notify the successful Bidder in writing, that its bid has been accepted.

2.28 CONTRACT PERIOD

Sl. No.	Particulars	Contract Duration
1	Supply, Installation, Configuration and Maintenance of Microsoft Cloud Email Solution for all ESCOMs of Karnataka	5 years from the date of activation of licenses.
ESCOMs reserves the right to short close the contract at the end of 1 st , 2 nd , 3 rd or 4 th year by giving at least 1 month prior notice.		

2.29 LIQUIDATED DAMAGES AND PENALTY

- If the Selected Bidder fails to deliver any or all of the Goods or perform the related services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to payment penalty as specified in section 5 subject to a maximum of 10% of value of such goods and services.

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- b) If the Penalty amount exceeds 10% of the value of such goods and service, ESCOMs reserves the right to forfeit the bank guarantee and terminate the contract as per section 2.31
- c) If the Goods and Related Services supplied do not meet the minimum specifications as per the Contract, and the same is not replaced/modified by the Selected Bidder to meet the requirements within 8 days of being informed by the Purchaser, the Purchaser shall be free to impose any penalty as deemed fit. In Purchase, the Purchaser shall reserve the right to terminate the contract as per section 2.31 and recover liquidated damages by forfeiting the performance guarantee submitted by the Purchaser.

2.30 Consortium and Sub-Contracting

Consortium, Joint Venture and Sub-Contracting is not Permitted in this Tender

2.31 Termination of Contract:

In case the service provider fails to complete the work or provide services within the contracted period or if found to have furnished misleading or false representations in statements and attachments submitted as proof of the qualifying requirement at a later date the Company shall exercise its discretionary powers on any or all the following:

- to recover from the service provider, as agreed, liquidated damages or by way of penalty, the amount as per penalty clause above; and
- to avail the services elsewhere, after giving due notice to the service provider on account and at the risk of the Service provider
- to cancel the Contract order
- to forfeit the bank guarantee, if it has been submitted
- to black list or not to consider future offers for a specified period.

2.32 Limitation of Liability

The vendor's aggregate liability in connection with obligations undertaken as a part of this Project whether arising under this project regardless of the form or nature of the action giving rise to such liability (whether in contract, or otherwise), shall be limited to the contract value provided, however this limitation shall not apply to any liability for damages arising from a) wilful misconduct or b) indemnification against third part claim for infringement c) or tortious liability arising out of misconduct or negligence or d) death.

ESCOMs shall not be liable to the bidder in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract.

2.33 Force Majeure:

Notwithstanding the above provisions, the Successful bidder shall not be liable for penalty or termination for default if and to the extents that delay on its part in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the either party

to the contract and not involving anyone's fault or negligence and not foreseeable. Such events may include, but are not restricted to, such as a war, strike, riot, crime, or an act of God/Nature (such as hurricane, flooding, earthquake, volcanic eruption, etc.), which prevents one or both parties from fulfilling their obligations under the contract.

2.34 Settlement of disputes

- a. Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the Parties.
- b. If any dispute or difference of any kind whatsoever shall arise between the Owner and the Contractor, arising out of the Contract for the Performance of the Works whether during the progress of the Works or after its Completion or whether before or after the termination, abandonment or breach of the Contract, it shall, in the first place, be referred to and settled by the Engineer, who, within a period of thirty, (30) days after being requested by either Party to do so, shall give written Notice of the decision to the Owner and the Contractor.
- c. Save as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the Parties until the Completion of the Works and shall forthwith be given effect to by the Contractor who shall proceed with the Works with all due diligence.
- d. During settlement of disputes and Court Proceedings, both Parties shall be obliged to carry out their respective obligations under the Contract.

2.35 Arbitration

- a. All disputes or differences in respect of which the decision, if any, of the Project Manager and/or the Head of the Implementing Authority has not become final or binding as aforesaid shall be settled by arbitration in the manner provided herein below:
- b. The arbitration shall be conducted by three arbitrators, one each to be nominated by the Contractor and the Employer and the third to be appointed by both the arbitrators in accordance with the Indian Arbitration Act. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration.
- c. The language of the arbitration proceedings and that of the documents and communications between the parties shall be English. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The venue of arbitration shall be Bangalore.

-
- d. The decision of the majority of the arbitrators shall be final and binding upon the parties. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.
 - e. During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.

2.36 Risk Purchase Clause

In the event of service provider fails to execute the project as stipulated in the delivery schedule, or to the satisfaction of purchaser. Purchaser reserves the right to procure similar services from the next eligible bidder or from other alternate sources at the risk, cost and responsibility of the service provider. Before taking such a decision, Authority shall serve a notice period of 3 days to the service provider. Total Liability of the service provider towards this Clause is limited to 100% of the contract value.

3. Section III: Pre-Qualification Criteria

3.1 Pre –Qualification Criteria

Selection of Bidder for providing Microsoft cloud based email solution for all ESCOMs of Karnataka			
Amount Put To Tender: Rs.8,96,21,000/-			
Sl. No.		Requirement Description	Documents to be uploaded.
1	Technical Criteria	The bidder should be a registered company in India under relevant act(s)	Valid Registration certificate (Company/ LLP/ Partnership / Pvt. Ltd / Public Ltd/ Proprietorship)
2		The bidder should either be the Original Equipment Manufacturer or an Authorized dealer/ Reseller/ Channel Partner of Supply, Installation and Configuration of OEM software products.	Self-Declaration in case of OEM OR MAF from the OEM in case the bidder is an Authorized licensed dealer/ Reseller/ Channel Partner
3		The Bidder should have executed works for Supply, Installation, Configuration or support of OEM software products in Government Department/ PSUs /Utilities in India wherein the value of any one work order submitted shall not be less than 80% (40% in case of Micro & Small Enterprises) of the amount put to tender in last five financial years (2017-18, 2018-19, 2019-20, 2020-21 and 2021-22)	Work order by Government Department/ PSUs / Utilities and corresponding Satisfactory Certificate issued by an officer not below the Rank of Executive Engineer or Equivalent.

4	The bidder should have experience of implementing the proposed solution on Microsoft Cloud Email Exchange Solution with a minimum of 5000 mailboxes in any Government Department / PSU/Utilities in India during the immediate preceding 5 years	Work order by Government Department/ PSUs / Utilities and corresponding Satisfactory Certificate issued by an officer not below the Rank of Executive Engineer or Equivalent.
5	The cloud email service provider/OEM should have both Data Center and Data Recover Center hosted in India and one of them should be in South India.	Proof of Address for Data Center and Data Recover Center.
6	The bidder should have at least 50 technically skilled engineers who are direct employees in their organization	A letter from bidder to this effect duly signed by HR Head or equivalent
7	The Bidder must have valid ISO 9001:2015 and ISO 20000 certification or above.	Valid Certificate shall be uploaded
8	The bidder should have office locally in Bangalore	Proof of Address
9	The bidder shall upload self-declaration stating that the firm has not been blacklisted/Defaulted in providing services against purchase order placed by BESCOM or any other utilities	Self-declaration by the bidder stating that they do not fall under this category.

10		Any Bidder from a country which shares land with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority. A certificate for having read the clauses is required to be submitted/uploaded by the Bidder separately in the following format: "I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfills all requirements in this regard and is eligible to be considered." (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)	Self-declaration by the bidder as per format Specified
11	Financial Criteria	Bidder shall have an average annual financial turnover of not less than 100% (50% in case of Micro & Small Enterprises) of the amount put to tender during the last 5 preceding financial years i.e., FY 2017-18, 2018-19, 2019-20, 2020-21, 2021-22. (last 2 preceding financial years in case of Micro & Small Enterprises)	Certified copies of audited Financial Statements (P&L statements, Balance Sheets) duly sealed and signed by CA providing the turn over details
12		The Liquid Assets of the bidder as on 31.03.2023 or at a latest date, consisting of Cash at bank + Term deposits + Availability of fund based credit facility in any scheduled bank shall not be less than 25% of the amount put to tender. If the bidder has banking with more than one bank, then the available balance liquid assets mentioned above as on 31.03.2023 or at a latest date shall be on the same date for all the banks. Note: Same amount of liquid assets shall be showcased at the time of the issuance of LOI.	The cash at bank, term deposits and availability of funds based credit facility with banks as on 31.03.2023 or at a latest date shall be supported by a certificate issued by scheduled commercial banks with whom the bidder has the banking facility.

4. Section IV: Scope of Work

4.1 Preamble

- At present, Microsoft Email Exchange Server 2010/13 is hosted at on premise data center of BESCOM
- There are around 2500+ email ids created on the above mentioned exchange server with different domain for each ESCOM (total 5 domains, 1 domain for each ESCOM)
- Existing email user authentication is handled by Active Directory (AD) hosted at on premise data center.
- There are around 1000+ mailboxes that uses gmail account across all ESCOMs

4.2 Project Scope

BESCOM proposes to implement:

- A. Microsoft Cloud Email Solution with latest security features, technologies, and other facilities, accessible over the ESCOM's Corporate WAN and Internet. Total number of new e-mail boxes to be created on Microsoft Cloud Email Solution is as detailed below.

Sl. No	ESCOM	Premium Email Boxes	Regular Email Boxes	Remarks
1	BESCOM	250	1425	The Count of Premium email boxes is fixed at 250. Count of Regular email boxes may vary at the time of issuing LOI/DWA and during contract period.
2	CESC		576	
3	HESCOM		477	
4	MESCOM		400	
5	GESCOM		122	
Total		250 (For higher officers of cadre SE and above of all ESCOMs)	3000	
➤ The Count of Premium email boxes is fixed at 250. ➤ Count of Regular email boxes may vary at the time of issuing LOI/DWA and during contract period.				

- B. Migration of existing emails from on premise Microsoft Email Exchange Server 2010 to Microsoft cloud email accounts
- C. Migration of existing archived emails stored in PST files to Microsoft cloud email accounts

- D. Migration of existing emails in gmail accounts to Microsoft cloud email accounts (creation of new email box in Microsoft cloud email for each gmail account with out any existing data/email transfer)
- E. Email box size and other Technical Specifications of the proposed Microsoft cloud email solution are as below

Sl. No	Feature	Feature Details	
1	Email Box size	50 GB	All the email boxes should have at-least 50 GB space
2	Archival email box size	50 GB	All the email boxes should be provided with 50 GB archival space
3	Email Attachment Size	Upto 150 MB	Should support email attachment of size upto 150 MB
4	Web Based Access	Yes	For web-client access. Shall provide outlook on the web with premium browser-based experience. that matches the features, look and feel of the full Outlook client.
5	Outlook App	Yes	Outlook App for Phone, tablet, ipad for iOS and Android synched with web shall be available.
6	Contacts, Calendar, Notes, Folders, Tasks etc.	yes	Calendars to schedule meetings and access collaboration features, including shared calendars, groups, the global address list, external contacts, tasks, notes, conference rooms, and delegation capabilities.
7	Third Party Apps for Outlook	Yes	Spend less time switching between apps with an extension model that allows third-party web applications easy plug-in access for both Outlook and Outlook on the web.
8	Security	Microsoft defender for O365	Every email box shall be protected with premier anti-malware and anti-spam protection via Exchange Online Protection. Shall provide DKIM (domain keys identity management) - anti spam and SPF (Sender Policy framework) features
9	Should have email archival and backup policy	Yes	Keep inbox clean by automatically moving old messages to an In-place Archive to local storage.
10	Zero Day Protection	Yes	Shall protect email and collaboration from zero-day malware, phish, and business email compromise
11	End to end encryption of email data	Yes	Should support end to end encryption of email data
12	Links	Yes	Shall provide URL scanning and rewriting of inbound email messages in mail flow, and time-

			of-click verification of URLs and links in email messages and other locations
13	Impersonation	Yes	Shall prevent the specified internal or external email addresses from being impersonated as message senders.
14	Malware detection and removal.	yes	Malware in the email and attachments should be effectively detected and removed
15	Sandboxing	Yes	Sandboxing features should be made available
16	Multifactor Authentication	Yes	Shall support multi factor authentication feature for email user and system admins
17	Role based access control for email users and system admins	Yes	Shall provide role based access control for email users and system admins
18	Internal and external DNS policy	Yes	The system should support creation of internal and external DNS.
19	Microsoft Team (Only for premium users)	Yes	Shall provide Microsoft Team facility. (Only for premium users)
20	Microsoft SharePoint (Only for premium users)	Yes	Shall provide SharePoint facility. (Only for premium users)
21	1 TB Microsoft OneDrive storage (Only for premium users)	Yes	Shall provide 1 TB OneDrive. (Only for premium users)

- F. The proposed Microsoft Cloud Email Solution infrastructure should be offered as public cloud-based software as a service. Data Center (DC) with High availability should be set up and must comply with all Indian regulatory guidelines defined for providing cloud-based services in India.
- G. Cloud must be hosted within the geographical location of India including Disaster Recovery Center (DRC) with High Availability. No network and data sharing/replication to any data centre outside the boundaries of the country is permitted. The bidder/successful bidder will be bound by Indian law and Indian IT Law. No data in any circumstances should be shared / copied / transmitted without BESCOM's consent / written permission of the BESCOM and it should be as per the Indian IT Law.
- H. The Cloud service provider should be MeitY empaneled and certified to be compliant to the following control standards:
- ISO/IEC 27001 - Data Centre and the cloud services should be certified for the latest version of the standards
 - ISO 27017:2015 - Code of practice for information security controls based on ISO/IEC

-
- 27002 for cloud services and Information technology.
- ISO 27018 - Code of practice for protection of personally identifiable information (PII) in public clouds.
- I. The Cloud service provider should have Tier III Data Center (DC) and Disaster Recovery Center (DR) facility in India to host the proposed solution.
- J. Microsoft Cloud Email Solution should be accessible over multiple devices (Minimum 4 devices per user like Tablets, Mobile Phones, Laptops, Desktops etc.) and support multi factor authentication. All the devices should be in Sync. Solution should have following features:
- Meeting/Calendar/Task list
 - Email clients should be accessible over web browsers
 - Email archiving and advanced security solutions
- K. Solution should provide email security based on latest technology included in it and it should not breach the security of any other applications of BESCOM in any way.
- L. Admin login and features: All ESCOMs shall be provided with individual admin logins for Configurations, Monitoring, Policy setting etc.
- i. ESCOM admin should be able to perform following activities:
 - Create New Email
 - Create/Modify individual and groups emails
 - Create/Modify rules and permissions on individual/group email (like quarantine rules etc.)
 - Create/Modify Security rules.
 - Create/Modify Disclaimers
 - Reset email passwords
 - De-activate/Delete existing email.
 - Whitelist or blacklist email ids, domains
 - Implement/manage/change individual or organization level email archival, retention and Backup policies.
 - Create additional admin users
 - Create users with partial permissions like password reset permission only
 - Managing role based access control for email users and system admins etc.,
 - ii. ESCOM admin should be able to generate reports as per ESCOM's requirements and complete informative dashboard (e.g., Message Disposition report, malicious file type report, Single view Threat protection status.). Real-time reporting capabilities of the following types:
 - Email virus detection/stoppage reporting,
 - System reporting,
 - Spam Detection reports,
 - Quarantined list of mails
-

-
- Undelivered emails report
 - Policy violating emails report
 - Must provide reports that list changes/Updates to the system occurring in real time.
 - Other statistics reporting etc.
- M. Password Reset: Password reset should be OTP based. An OTP on the mobile number of the registered user in the email profile shall be sent for authentication and then allow for password change.
- N. The solution shall provide a system for logging tickets for operational and functional issues.
- O. Solution Procurement: The successful bidder shall provide subscription based licenses for the number of email boxes as detailed in project scope. The subscription licenses shall be in the name of BESCOM and tenants to be created separately for each ESCOM. The Successful bidder shall submit Proof of Entitlement document and Proof of license subscription activated in OEM admin portal.
- P. The System integrator should submit the annual email audit report every year.
- Q. Number of email boxes count on Microsoft Cloud email solution may vary every month and billing will be on prorated basis.
- R. Annual/Monthly Subscription cost for Premium and Normal email boxes will remain same throughout the contract period.
- S. ESCOMs reserves the right to short close the contract at the end of 1st, 2nd, 3rd or 4th year by giving at least 1-month prior notice.

4.2.1 Milestone 1-A: Setting up of New Email boxes on Microsoft Cloud.

The deliverables of Milestone 1-A are as below:

1. Setting up of Microsoft Email Solution on Microsoft Cloud
2. Creation of ESCOM individual email domains (i.e bescom.co.in, cescmysore.in, hescom.co.in, mesco.in, gescom.in) on Microsoft cloud email solution.
3. Creation and activation of premium email boxes and regular email boxes.
4. Email subscription licenses shall be valid for 1 year.
5. Proof of entitlement for the email licenses to be submitted
6. There should be option to create additional new email ids during the period of contract.
7. Creation of ESCOM admins and providing access to admin portal.

4.2.2 Milestone 1-B: Migration of existing emails, One-time implementation.

The scope of work as part of this milestone is as below:

- **Migration of emails from on premise exchange server to cloud email:** Migration of existing emails along with the attachments, contact, calendar, events and all other features from existing email boxes at on premise exchange server to respective email box on Microsoft cloud.
- **Migration of archive emails stored in PST files to cloud email:** The older email files (PST file) of all ESCOM users which are archived to user desktops shall be migrated along with the attachments, contact, calendar, events and all other features to respective email boxes on Microsoft cloud. The methodology on data collection, storage, transfer and upload of PST files shall be provided by the successful bidder.
- **Migration from Gmail:** Migrate emails from specified business gmail accounts (list will be shared). to respective email box on Microsoft cloud email.
- **Admin level Training:** Admin level training to ESCOM identified officials by OEM. Training should cover all the topics listed in section 4.2 (L) "Admin login and features".

4.2.3 Milestone 2: License renewal and Technical Support for 2nd year

Milestone 3: License renewal and Technical Support for 3rd year

Milestone 4: License renewal and Technical Support for 4th year

Milestone 5: License renewal and Technical Support for 5th year

Maintenance and Technical Support of Microsoft Cloud Email Solution for all ESCOMS of Karnataka for 5 years	
Milestone	Description
Milestone 1-A	License subscription and Technical Support for 1 st year
Milestone 2	License renewal and Technical Support for 2 nd year
Milestone 3	License renewal and Technical Support for 3 rd year
Milestone 4	License renewal and Technical Support for 4 th year
Milestone 5	License renewal and Technical Support for 5 th year

Scope of work for the above milestone period is as below:

- A. To provide subscription based licenses and Technical Support for the milestone period for the total number of email boxes active as on starting date of that milestone and submit the Proof of Entitlement document for the same. Every year the number/quantity of licenses to be renewed shall be confirmed by each ESCOM before renewal.
- B. There should be option to create additional new email ids during the milestone period.
- C. There should be option to deactivate / delete existing email ids during the milestone period.
- D. Arrange Admin level training to ESCOM identified officials.
- E. Submit the details and reports for Version upgrades/Bug Fixes/Patches installed or any other maintenance measures taken by Microsoft/bidder during the milestone period
- F. Provide Technical support and ensure following services and operational and functional issues are addresses by Microsoft (OEM) subject to SLA/Penalty applicable as per clause 4.2.4 during the milestone period
- G. The solution shall provide a system for logging and tracking tickets for operational and functional issues.

4.2.4 SLA/Penalty for Technical Support period during Milestone 1-A, 2, 3, 4, 5

SLA/Penalty for Technical Support period during Milestone 1-A, 2, 3, 4, 5				
Sl. No	Issue Description	Severity	SLA	Penalty
1	Availability of Email Solution,	Critical	Microsoft Cloud Email Solution should run on 24 X 7 X 365 days basis. 99.95% uptime on monthly basis to be maintained Maximum downtime allowed in a month is 30 minutes.	A) Beyond 30 minute downtimes, For every additional 30 minutes or a portion there of in drop time in a month There will be a penalty of 0.1% on next milestone payment B) Beyond 240 minutes downtime in a month, LIQUIDATED DAMAGES AND PENALTY clause may apply

2	Issues which impact email users like: - Email hacking - Email security issues - Spam Emails and filtering - Email send/receive issues - Non-working of admin features and reports - Data recovery, archiving issues, non-working of other email features/rules like signatures, password reset, out of office emails, email re-calling, email delivery notification etc...	High	1 Business Day (Call to Response Time)	A) If the ticket log time to Response Time is beyond 1 Business Day, then there will be a penalty of Rs.5000/- for every additional 1 day or a portion thereof in response time on each ticket B) If response time exceeds 8 business days, LIQUIDATED DAMAGES AND PENALTY clause may apply
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5. Section V: Delivery Schedule, SLA and Payment Terms

A. Delivery Schedule, SLA and Payment Terms for various milestones is as detailed below

Delivery Schedule / SLA /Payment Terms			
Milestone Sl. No	Milestone Timeline	Payment Amount	SLA/Penalty
Milestone 1-A	All activities as per milestone to be completed in 3 weeks from the date of order.	1-year subscription license cost for the premium and normal email boxes created on cloud email	Penalty of 0.5% on payment amount for a delay of each week or a portion thereof
Milestone 1-B	All activities as per milestone to be completed in 12 weeks from the date of order.	Payment amount for migration of existing emails, One-time implementation cost	Penalty of 0.5% on payment amount for a delay of each week or a portion thereof
Milestone 2	License renewal and Technical Support for 2nd year	Amount equal to one-year license subscription cost for total number of active email boxes count as on starting date of milestone. + subscription cost for total number of new additional email boxes created (if any) in previous year on monthly prorated basis. (Payments shall be processed at the beginning of milestone M2, M3, M4, and M5)	Penalty as per SLA/Penalty Clause 4.2.4 is applicable
Milestone 3	License renewal and Technical Support for 3 rd year		
Milestone 4	License renewal and Technical Support for 4 th year		
Milestone 5	License renewal and Technical Support for 5 th year		

B. Payment for Milestone 1-A and 1-B shall be processed by IT section of respective ESCOM after the completion of Milestone subject to the following:

- Confirmation from IT Section / ITIA of ESCOMs for having the work completed as per milestone.

-
- SLA Compliance, Penalty deduction applicable as per respective milestone
 - Certification of invoice from IT Section head of ESCOM

C. Payment for Milestone 2, 3, 4, 5 shall be processed by IT section of respective ESCOM at the beginning of each milestone year subject to following:

- Confirmation from IT Section / ITIA of ESCOMs on the number of active email boxes as on starting date of the respective milestone and the number of new email ids created in previous year.
- Milestone invoice amount submitted by the successful bidder shall be equal to 1-year license subscription cost for the number of active email boxes as on starting date of the respective milestone plus the prorate price for number of new email ids created in previous year.
- Confirmation from IT Section / ITIA of ESCOMs for having completed the work as per milestone. SLA Compliance and penalty deduction as per respective milestone is applicable.
- Certification of invoice from IT Section head of ESCOM.

6. Section V: Forms

Form: 1 **Manufacturer's Authorization from (MAF)**

(To be submitted on the Letterhead of OEM)

To,

General Manager (ICT & MIS)
Bangalore Electricity Supply Company Limited,
5th Floor, Belaku Bhawan, K R Circle , Corporate Office,
Bangalore-560001, Karnataka, India

Sub : Manufacturers Authorization Form for XXXXX Products.

Tender Enquiry Number: -----

Dear Sir,

**** OEM to authorize the bidder to participate in the Tender.

Yours faithfully,

Name and Title of Signatory:

M/s.....

(Name of manufactures)

Company Name:

Company Seal

Address:

Place:

Date:

Form: 2 Bidder's Organization details

(To be uploaded on the Letterhead)

Sr. No.	Particulars	Details
1.	Name of the Bidder organization	
2.	Address of the Bidder	
3.	Status of the Company (Public Ltd/ Pvt. Ltd)	
4.	Details of Incorporation of the Company	Date:
		Ref. #
5.	Details of Commencement of Business	Date:
		Ref. #
6.	Valid GST registration no.	
7.	Permanent Account Number (PAN)	
8.	Name & Designation of the contact person to whom all references shall be made regarding this tender	
9.	Telephone No. (with STD Code)	
10.	E-Mail of the contact person:	
11.	Fax No. (with STD Code)	
12.	Website	

Yours faithfully,

Authorized Signature [In full and initials]

Name and Title of Signatory:

Company Name:

Address:

Company Seal

Place:

Date:

Form: 3 Proforma for Contract Performance Guarantee**Proforma for Bank Guarantee (For or Contract Performance Guarantee)**

(To be stamped in accordance with Stamp Act, if any, of the Country of the issuing Bank)

Bank Guarantee no.....

Date: / /

To,

General Manager (ICT & MIS)
Bangalore Electricity Supply Company Limited,
5th Floor, Belaku Bhawan, K R Circle , Corporate Office,
Bangalore-560001, Karnataka, India

Dear Sir,

In consideration of the.... *[Purchaser's Name]* (Hereinafter referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assignees) having awarded to M/s *[Contractor's Name]* with its Registered/Head Office at..... . (Hereinafter referred to as the 'Contractor'), which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees), a Contract by issue of the *Purchaser's* Letter of Acceptance no. dated and the same having been acknowledged by the Contractor, for *[Contract sum in figures and words]* for *[Scope of Work]* and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to three percent (5%) of the Contract Price (Subject to company norms) of the aforesaid work under the Contract to the Purchaser.

We..... *[Name & Address of the Bank]*..... having its Head Office at..... (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assignees) do hereby guarantee and undertake to pay the Purchaser, on demand any and all monies payable by the Contractor to the extent of (*) as aforesaid at any time up to..... (@) *[days/month/year]* without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Purchaser and further agrees that the guarantees herein contained shall continue to be enforceable till the Purchaser discharges this guarantee or till*[day/month/year]* whichever is earlier.

The Purchaser shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Purchaser shall have the fullest liberty, without affecting this guarantee, to postpone from time to

time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Purchaser and the Contractor or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Purchaser may have in relation to the Contractor's liabilities.

Our liability under this Bank Guarantee shall not exceed

This Bank Guarantee shall be valid up to and including

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if the Purchaser serve upon Bank a written claim or demand within ninety (90) calendar days from the above mentioned expiry date of validity or, from that of the extended date.

Dated this..... day of 2023 at.....

WITNESS

.....

(Signature)

.....

(Signature)

.....

(Name)

.....

(Name)

.....

(Official Address)

.....

(Designation with Bank Stamp)

Attorney as per with Power of Attorney no.....

Note: The Stamp paper of Rs.200/- value shall be purchased in the name of guarantee issuing Bank.

Form: 4 Declaration on not being blacklisted/defaulted

(To be submitted on the Letterhead of the Company)

To,

General Manager (ICT & MIS)
Bangalore Electricity Supply Company Limited,
5th Floor, Belaku Bhawan, K R Circle , Corporate Office,
Bangalore-560001, Karnataka, India

Dear Sir/Madam,

We confirm that our company is not blacklisted/ Defaulted for any fraudulent actions by ESCOMs or by any state/central Government institution or any Public Sector Organization.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Signature

Name & Designation

For and on behalf of

(Name of Applicant or Bidder)

Company Seal:

Place:

Date:

Form: 5 Declaration of Acceptance of Terms and Conditions in RFP

(To be submitted on the Letterhead)

To,

General Manager (ICT & MIS)
Bangalore Electricity Supply Company Limited,
5th Floor, Belaku Bhawan, K R Circle , Corporate Office,
Bangalore-560001, Karnataka, India

Sub.: "[Insert Tender Name]".

Dear Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP document [Tender no.] for [Tender Name].

I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

Authorized Signature [In full and initials]

Name and Title of Signatory:

Company Name:

Company Seal

Address:

Place:

Date:

Form: 6 Letter of Proposal Submission

(To be submitted on the Letterhead)

To,

General Manager (ICT & MIS)
Bangalore Electricity Supply Company Limited,
5th Floor, Belaku Bhawan, K R Circle, Corporate Office,
Bangalore-560001, Karnataka, India

Dear Sir/Madam,

We, the undersigned, offer for [insert tender name], in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes

- a) Financial Proposal
- b) Technical Proposal
- c) EMD Declaration Form
- d) Bid processing fee of the prescribed amount (paid online as defined in the KPP portal)

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the price bid quoted. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

Yours faithfully,

Authorized Signature [In full and initials]

Name and Title of Signatory:

Company Name:

Company Seal

Address:

Place:

Form: 7 Price Bid

The Price Bid Form should be entered/Keyed in the KPP portal in financial bid section. Please refer to section 2.19 of this document. The below Price Bid Format shall be provided in a sealed cover on the day of opening the price bid and should not be uploaded along with the Technical Bid Documents.

In-order to obtain the item wise unit rate, the L1 bidder need to provide the split up of the item wise cost in the below format before placing the order.

(To be submitted on the Letterhead)

Note: The subscription cost to be mentioned for all the line items.

Price Bid Details					
Sl. No	Email Type	Email Count	Monthly Subscription Rate in Rs. Including GST	Annual Subscription Rate in Rs. Including GST	Subscription Cost for 5 years in Rs. including GST
A	B	C	D	$E = D * 12$	$F = E * 5$
1	Regular Email box with 50 GB	3000			
2	Premium Email box with 1 TB	250			
3	Total Subscription Cost for 5 years for both Normal & Premium Email Boxes in Rs. Including GST (F1 + F2)				
4	Migration of existing emails, One-time implementation Cost in Rs. including GST				
5	Total Price Bid Amount in Rs. including GST (3 + 4)				

Yours faithfully,
Authorized Signature [In full and initials]

Name and Title of Signatory:

Company Name/Address:

Company Seal

Place and Date:

FORM: 8 Non-Disclosure Agreement Format

NON-DISCLOSURE AGREEMENT FOR SHARING RESTRICTED/PRIVATE/CONFIDENTIAL/SENSITIVE DATA

THIS AGREEMENT (the "**Agreement**") is entered into on this -- day of --- between **Bangalore Electricity Supply Company Limited (BESCOM)**, a company incorporated under the provisions of Companies Act, 1956, having its registered office at K.R. Circle, Bengaluru-560001, Karnataka represented by the **GM (ICT & MIS), BESCOM** (the "**Disclosing Party**"), and ----- (the "**Recipient**" or the "**Receiving Party**") having its registered office at ----- hereinafter referred to individually as "Party", collectively as "Parties".

This agreement is entered into between the parties in accordance with the data sharing policy of BESCOM – 2019 and subsequent amendments issued thereof. The Recipient hereto desires to receive Information & Data <brief description> ("Data") in custody with BESCOM for the purpose of providing Supply, Installation, Configuration and Maintenance of Microsoft Cloud Email Exchange Solution for all ESCOMs of Karnataka <brief description> ("Purpose") vide reference No. < ----- >. During the course of this agreement, Disclosing Party may share certain proprietary data with the Recipient. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definition of Sharable Data

a) For purpose of this Agreement, "**Sharable Data**" means

- i. Restricted/Private/Confidential Data - Data which is held privately by BESCOM and deemed not to be publicly available. This also includes the data which is directly or indirectly attributable to service providers / consumers / employees of BESCOM which BESCOM has deems to keep them confidential and private and not to be disclosed in public.
- ii. Sensitive data - Sensitive data as defined in various Acts and rules of the Government of India.

The following are declared as Sensitive data by BESCOM:

a. Personally Identifiable Data (PID) of consumer/employees.

The following are declared as Personally Identifiable Data (PID) by BESCOM.

- Personal Identifiers like government issued identity card details, Contact details etc.
- Passwords
- Address/Geo-location data
- Financial data;
- Biometric data;
- Religious or political beliefs or affiliations.

b. Geo-spatial data of assets and consumers.

c. Architectural details of IT/OT/IoT systems.

Sharable data need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated as Sharable data. The Receiving Party acknowledges that the Sharable data is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Sharable data as trade secrets.

b) The Data which is the subject of this Agreement, has been developed solely for internal use only by Disclosing Party, and Disclosing Party makes no warranties, representations or guarantees, either expressed or implied, as to the completeness, accuracy or correctness of the Data, nor accepts or assumes any liability arising from or for any incorrect, incomplete or misleading Data provided pursuant to this purchase/request. There are no warranties and/or representations, either expressed or implied, of merchantability or fitness of the Data for a particular purpose or use. Receiving Party will also use such disclosed information on an as-is where-is basis and disclaims all liability for any erroneous result arising out of usage of such information.

c) The data being shared shall comply with the Data sharing policy of BESCOM – 2019 and subsequent amendments issued thereof and is not part of non-sharable data as per the negative list published in the policy.

d) Notwithstanding anything stated above, Sharable data shall not include the data which:

- i. was known by the Receiving Party prior to receiving the Sharable data from the Disclosing Party;
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- ii. becomes rightfully known to the Receiving Party from a third-party source not known (after diligent inquiry) by the Receiving Party to be under an obligation to Disclosing Party to maintain confidentiality;
 - iii. is or becomes publicly available through no fault of or failure to act by the Receiving Party in breach of this Agreement;
 - iv. is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of section 4 hereof shall apply prior to any disclosure being made; and
 - v. is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement or reference or access to any Sharable data.

2. Disclaimer, Restrictions and Terms of Data Usage

In obtaining and using Sharable data from BESCOM, recipient is agreeing to the following restrictions:

Restrictions:

The data shared by BESCOM with the recipient shall be used for the intended purpose as mentioned in this agreement duly complying the following:

- a. In case, the data is sensitive, the data shall be used for the direct/indirect purpose or benefit of BESCOM, and not the purpose / benefit of receiving party alone.
- b. The subsidiary benefit or service derived from direct or indirect use of data shall not infringe on any Intellectual Property/ trademark / copyrights, either in India or any other parts of the world.
- c. The cost incurred for use of the data and any derived service shall be borne by the recipient.
- d. The recipient shall not re-distribute/re-sell, nor perform work the data to any other party and shall not claim any sovereign rights over the data or the instruments / mechanisms used to generate / gather the data.
- e. If any kind of documents is created using this data, recipient will make a note on or within the document that they have received the data from BESCOM.

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- f. If recipient edits the data to fit its needs, recipient will explicitly list that they have received the data from BESCOM, but the recipient alone is responsible for edits or changes.
 - g. BESCOM shall not be held responsible for any misrepresentation or adjustment of the data through data manipulation, tabular edits or spatial edits.
 - h. BESCOM shall not be held responsible for inappropriate or incorrect use of this data.
 - i. In case if the data pertains to Geographical Information System (GIS) of BESCOM,
 - Data is for informational purposes only and should not be used to determine precise boundaries, parcel boundaries, appraisal, engineering, nor legal descriptions. BESCOM GIS data shall not be construed or used as an official survey or legal description. Site specific evaluation should be verified by field inspection. Primary sources from BESCOM GIS data must be consulted for verification of information contained in the data
 - BESCOM shall not be held liable for any errors in the data. This includes errors of omission, commission, errors concerning the content of the data, and relative and positional accuracy of the data. No representation is made that the features presented accurately reflect true locations
 - j. BESCOM's data is deemed reliable but accuracy is not guaranteed. Use of this data should be with acknowledgement of the limitations of the data including the fact that the data is dynamic and is in a constant state of maintenance, correction, and update.
 - k. BESCOM's data is distributed AS-IS. BESCOM will not change the format or projection to meet specific needs of recipient.

3. Disclosure of Sharable Data

From time to time, the Disclosing Party may disclose Sharable data to the Receiving Party. The Receiving Party will:

- a. limit disclosure of any such data to its directors, officers, employees, agents or representatives (collectively "Representatives") by any means whatsoever who have a need to know such Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose. <Managed Network Service Provider name> may share confidential information with other <Managed Network Service Provider name> Firms (each of which is a separate and independent legal entity) and service providers for internal back office operations (e.g. hosting, risk and quality reviews), which may be located in India or outside. However, <Managed Network Service Provider name> will remain solely liable
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to the Company for their acts. For avoidance of doubt, <Managed Network Service Provider name>Firm (s) means any entity (whether or not incorporated) which carries on business under a name which includes all or part of the <Managed Network Service Provider name>name or is otherwise within (or associated or connected with an entity within) or is a correspondent firm of the world-wide network of <Managed Network Service Provider name>.

- b. advise its Representatives of the proprietary nature of the Sharable data and of the obligations set forth in this Agreement and require such Representatives to keep the Restricted / Confidential / Private / Sensitive data Restricted / Confidential / Private / Sensitive.
- c. shall keep all such data strictly confidential by using a reasonable degree of care, but not less than the degree of care used by them in safeguarding its own confidential information; and
- d. not further disclose any such data received by them to any third party (except as otherwise provided for herein) without the prior written approval of the Disclosing party other than the third party engaged by the receiving party who require such data to perform services. Receiving party will be held responsible for any breach of this agreement by the third party.

4. Compelled Disclosure of Sharable data

Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Sharable data pursuant to any governmental, judicial, or administrative order, subpoena, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality/sensitivity of the Restricted/Confidential/Private/Sensitive data; provided in the case of a broad regulatory request with respect to the Receiving Party's business (not targeted at Disclosing Party), the Receiving Party may promptly comply with such request provided the Receiving Party give (if permitted by such regulator) the Disclosing Party prompt notice of such disclosure. The Receiving Party agrees that they shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such Sharable data, disclosure of such Sharable data may be made without liability.

5. Term

This Agreement shall remain in effect for a period of <5> years as mentioned in the contract/MoU/Letter.

6. Remedies

Both parties acknowledge that the Sharable data to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of such data would destroy or diminish the value of such data. The damages to Disclosing Party that would result from the unauthorized dissemination of such data would be impossible to calculate. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Sharable data in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief, as determined by a court of law/arbitrator. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses, as determined by a court of law/arbitrator.

7. Return of Material

Receiving Party shall immediately return and redeliver to the other all tangible material embodying the Sharable data provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Sharable data, in whatever form of storage or retrieval, upon the earlier of –

- i. the completion or termination of the dealings between the parties contemplated hereunder;
- ii. the termination of this Agreement; or
- iii. at such time as the Disclosing Party may so request; provided however that the Receiving Party may retain such of its documents as is necessary to enable them to comply with its document retention policies.

Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying material (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the

Receiving Party supervising the destruction). The Receiving Party shall be entitled to retain a record of its involvement in the Purpose, as per its internal record retention policies, subject to confidentiality as per the terms of this Agreement.

8. Notice of Breach

- a. Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Sharable data by any means whatsoever, or any other breach of this Agreement by Receiving Party or its Representatives, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of such Information and prevent its further unauthorized use.
- b. Receiving party if in case is a service provider engaged by BESCOM the liability clause as per the respective tender in addition to the arbitration clause stated in this agreement is applicable.
- c. If at any point, BESCOM is of the opinion that there has been a breach of the NDA, then BESCOM may revoke any rights which it would have granted to the recipient for using its data, while giving adequate justification for such a revocation; the recipient shall be given an opportunity to clarify their position

9. Modification

Neither party will be under any legal obligation of any kind whatsoever with respect to a modification by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a modification at any time. If a modification goes forward, the non-disclosure provisions of any applicable modification documents entered into between the parties (or their respective affiliates) for the modification shall supersede this Agreement. In the event such provision is not provided for, in the said modification documents, this Agreement shall control.

This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

10. Settlement of Disputes

Any dispute that arises out of or in connection with the NDA between the parties shall be resolved amicably by the authorised representatives of the parties within 30 days on being referred by either party. In the event of any difference of opinion in this regard, the arbitration shall be referred to a mutually appointed arbitrator. Further, In the event of disagreement, the courts of Bengaluru shall have the jurisdiction and Indian laws are applicable. The place of arbitration shall be Bengaluru and the arbitration proceedings shall take place in English Language. The parties shall bear their respective cost of arbitration.

11. Severability

Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Sharable data, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.

12. Miscellaneous

- a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof.
- b) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
- c) Any notifications or communications to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received in the case of –
 - i. Personal delivery or electronic-mail, on the date of such delivery
 - ii. Delivery by a nationally recognized overnight carrier, on the third business day following dispatch and
 - iii. Mailing, on the seventh business day following such mailing.

- d) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.
- e) The receipt of sharable data pursuant to this Agreement will not prevent or in any way limit either party from:
- i. developing, making or marketing products or services that are or may be competitive with the products or services of the other; or
 - ii. providing products or services to others who compete with the other.
- f) This Agreement does not create a joint venture or partnership between the parties.
- g) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SIGNED for and on behalf of: - Bangalore Electricity Supply Company Limited (BESCOM) Signature: Name: Designation: Address:	SIGNED for and on behalf of: - < Service Provider > Signature: Name: Designation: Address:
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1. Witness: Name: Designation: Address: 2. Witness: Name: Designation: Address: 3. Witness in presence of: Name: Designation: Address:	1. Witness: Name: Designation: Address: 2. Witness: Name: Designation: Address: 3. Witness in presence of: Name: Designation: Address:
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